

Attorney Docket No. 13097US02

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION OF:)	
)	
PAUL J. PADDON)	
MICHAEL K. JACKSON)	
JEFF F. YOUNG and)	
SELENA LAM)	Group Art Unit 2874
)	
SERIAL NO. 10/109,302)	Examiner: Not yet assigned
)	
FILED: March 28, 2002)	
)	
FOR: PHOTONIC INPUT/OUTPUT PORT)	

**REVOCATION OF PRIOR POWER(S) OF ATTORNEY
AND NEW POWER OF ATTORNEY**

Commissioner of Patents
Washington, D.C. 20231

Sir:

As the assignee of record of the entire interest of the above-identified U.S. patent application, the undersigned hereby:

(1) states that the following Assignments for the above-identified U.S. patent application are being submitted to the U.S. Patent and Trademark Office for recordation concurrently herewith:

(a) Assignment from Galian Photonics Inc. to Luxtera, Inc. (attached as Exhibit A); and

(b) Assignment from Paul J. Paddon, Michael K. Jackson, Jeff F. Young, and Selena Lam to Galian Photonics Inc. (attached as Exhibit B);

(2) revokes all powers of attorney previously given; and

(3) appoints the following attorneys and/or agents to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith:

Dennis S. Fernandez
Peter C. Su


Reg. No. 34,160
Reg. No. 43,939

each of whom has the following address, telephone number, and facsimile number:

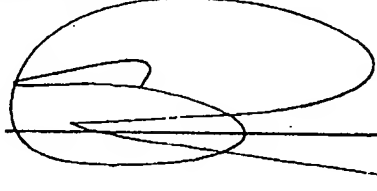
Fernandez & Associates, LLP, 1047 El Camino Real, Suite 201, Menlo Park, California, 94025, (650) 325-4999 (phone) and (650) 325-1203 (fax). Those appointed attorneys and/or agents have full power of substitution and revocation to transact all business in the U.S. Patent and Trademark Office connected with the above-identified patent.

Please address correspondence to:

Dennis S. Fernandez
Peter C. Su
Fernandez & Associates, LLP
1047 El Camino Real, Suite 201
Menlo Park, California 94025

Executed this 5 day of May, 2002³ 

Luxtera, Inc.

BY: 

PRINTED NAME: DICKINSON

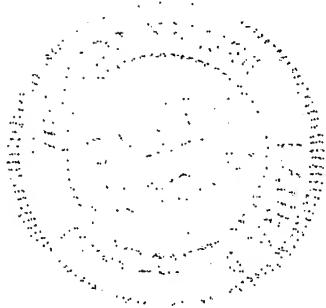
TITLE: CEO

CERTIFICATE OF EXECUTION BY A CORPORATION

I CERTIFY that on the 25th day of April, 2003, at Vancouver, British Columbia, Richard McMahon, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of **Galian Photonics Inc.** (the "**Corporation**") and that he is the person who subscribed his name to the attached assignment on behalf of the Corporation and that the Corporation was a corporation in existence at the date that the said Assignment was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, this 25th day of April, 2003.

Notarial Seal:



A handwritten signature in dark ink, appearing to be "Laura De Munain", written over a horizontal line.

A Notary Public in and for the Province of British Columbia.

Laura De Munain
2800 - 666 Burrard Street
Vancouver, BC V6C 2Z7
Tel: (604) 643-6482
Fax: (604) 605-3583
Notary in and for the Province
of British Columbia

QUIT CLAIM ASSIGNMENT

This Assignment is made April 25, 2003 between Galian Photonics Inc. (the "Assignor"), whose principal office or place of business is 1727 West Broadway, Suite 300, Vancouver, British Columbia, V6J 4W6 and Luxtera, Inc. ("Assignee"), whose principal office or place of business is 129 North Hill Ave., Suite 104, Pasadena, California, 91106-1955.

In consideration of the sum of US\$55,000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns, transfers, by way of quit claim, unto the Assignee all beneficial and legal right, title, and interest that the Assignor has in and to the patents and patent applications described in **Schedule "A"** hereto (the "Patent Rights"), the same to be absolutely and exclusively owned and enjoyed by the Assignee, its successors, assigns and legal representatives.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in countries or jurisdictions foreign to the United States as are authorised by law to issue patents, to issue any and all patents included in, or derived from the Patent Rights, including without limitation any national or regional applications under the Patent Cooperation Treaty, and any substitute, divisional, continuation, continuation in part, reissue or extension applications of said Patent Rights, to the Assignee as the owner of all right, title and interest therein.

Until the earlier of: (a) such date as the Assignee registers its rights in respect of the Patent Rights with the corresponding patent offices; or (b) thirty days from the date of this Assignment, the Assignor represents and covenants to the Assignee that it has not assigned or transferred and will not purport to assign or transfer any rights to the Patent Rights to any person or entity other than the Assignee and other than the University of British Columbia ("UBC") and Jeff Young ("Young") in respect of certain license back rights granted to UBC and Young pursuant to a deed of assignment dated June 5, 2001, a copy of which the Assignee hereby acknowledges having received.

For greater certainty, but without limiting the generality of the foregoing, unless expressly set out herein, the Assignor does not make and will not be bound by any representations, warranties, conditions, or guarantees in relation to the Patent Rights, whether express or implied by law or custom, including those regarding title, quiet enjoyment, validity, registrability, patentability, infringement of third party rights, originality, novelty, non-obviousness, merchantability, or fitness for purpose.

The Assignor hereby covenants and agrees that for thirty days from the date of this Assignment, and on request of the Assignee, the Assignor will at the expense of the Assignee and at no expense to itself, do all such things and execute or use reasonable efforts to obtain the execution, of such further lawful documents, assurances, applications and other instruments as may be reasonably required to make and prosecute any and all patent applications in the United States of America and anywhere else in the world arising from said Patent Rights and to confirm in the Assignee or its successors and assigns, legal title in the United States of America and anywhere

else in the world, thereto. For further certainty, this obligation will automatically terminate thirty days from the date of this Assignment.

This Assignment supersedes and replaces all other deeds, agreements, representations, warranties, conditions, and understandings made or given by the Assignor or any of the Assignor's directors, officers, employees, agents, affiliates, shareholders or representatives. Neither the Assignor nor any of its directors, officers, employees, agents, affiliates, shareholders or representatives will be bound by or liable on account of any other deeds, agreements, representations, warranties, conditions, or understandings that may have been made or given by the Assignor or any of the Assignor's directors, officers, employees, agents, affiliates, shareholders or representatives, and the Assignee waives and releases all claims and causes of action in relation to same.

This Assignment will be governed by and construed in accordance with British Columbia law and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract and the parties hereby irrevocably attorn to the exclusive originating jurisdiction of the Courts of British Columbia for the resolution of any disputes arising from or out of or in connection with this Assignment or the relationship of the parties hereto.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Assignment as of the date of this Assignment.

GALIAN PHOTONICS INC.

LUXTERA, INC.

By:

By:

Authorized Signatory

Authorized Signatory

Schedule "A"

Intellectual Property

Title	Application Type	Filing Date	Serial Number, Patent Number	Inventors	Status	Countries Filed In
Photonic Input/Output Port	Full US, based on 60/281,650, 60/332,339, and 60/332,339	2002.03.28	10/109,302 US2002/0164118A1	Dr. Paul Paddon Dr. Mike Jackson Dr. Jeff Young Selena Lam	Application Published; Waiting for first office action from US PTO	USA
Photonic Input/Output Port	PCT / International, based on 60/281,650, 60/332,339, and 60/332,339 and 10/109,302	2002.04.03	PCT/CA02/00466 WO02/082134A1	Dr. Paul Paddon Dr. Mike Jackson Dr. Jeff Young Selena Lam	Application Published; Written demand for preliminary written opinion filed approx 2002.11.05	Canada

BEST AVAILABLE COPY

ASSIGNMENT

File No. 13097US02

Application Ser. No. 10/109,302

Inventor(s): Paul J. Paddon
Michael K. Jackson
Jeff F. Young
Selena Lam

Filing Date: March 28, 2002

In consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby accepted and acknowledged, the undersigned hereby assigns to Luxtera, Inc., a Delaware corporation, its successors and assigns, the entire right, title and interest in the invention(s) or improvement(s) of the undersigned disclosed in an application for Letters Patent of the United States, entitled PHOTONIC INPUT/OUTPUT PORT, and identified as Application No. 10/109,302 filed March 28, 2002, and in any and all other applications, both United States and foreign, including any and all divisional, continuation, continuation-in-part and substitute applications, which each, some or all of the undersigned may file, either solely or jointly with others, on said invention(s) or improvement(s), and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assign to said assignee the priority right provided by the International Convention.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the serial number of said application when officially known.

The undersigned warrants it is the owner of the entire right, title and interest in said invention(s) or improvement(s) and that it has the right to make this assignment, and the undersigned further warrants that it has not previously executed any prior assignments that encompass at least part of the right, title and interest herein assigned.

For said consideration, the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention(s) or improvement(s), and any necessary oath(s), affidavit(s) or declaration(s) relating thereto, and any

application(s) for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention(s) or improvement(s), that said assignee, its successors or assigns may deem necessary or expedient, and for the said consideration(s), the undersigned authorizes said assignee to apply for patents for said invention(s) or improvement(s) in its own name in such countries where such procedure is proper and further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of its ability with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

SIGNED at Vancouver, BC, Canada, this 25th day of April,
2003.

Galian Photonics Inc.

By: 

Name: Richard M. Newton

Title: President

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR(S): Paddon, et al.

APPLICATION N°: 10/109,302

FILED: 3/28/2002

TITLE: **PHOTONIC INPUT/OUTPUT PORT**

Attorney Docket N°: **LUX-P015**

Group Art Unit: **2874**

Examiner: (not yet assigned)

The Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Please change the DOCKET no. in the filing receipt dated on 07/29/2002 as follow:

Docket No.: (43097US02) **LUX-P015**

Enclosed: Filing Receipt dated 7/29/03.

Respectfully submitted:

7/24/2003

Date



Peter C. Su, ESQ.
Reg. No. 43,939

Please send correspondence and communications to:

FERNANDEZ & ASSOCIATES, LLP

PATENT ATTORNEYS

PO BOX D

MENLO PARK, CA 94026-6204

(650) 325-4999

(650) 325-1203 : FAX

EMAIL: *iploft@iploft.com*



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

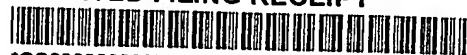
APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
10/109,302	03/28/2002	2874	870	13097US02	16	19	3

Dean A. Pelletier
McAndrews, Held & Malloy, Ltd.
34th Floor
500 West Madison Street
Chicago, IL 60661

Lux-POIS

CONFIRMATION NO. 2737

UPDATED FILING RECEIPT



OC000000008535239

Date Mailed: 07/29/2002

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Filing Receipt Corrections, facsimile number 703-746-9195. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Paul J. Paddon, Vancouver, CANADA;
Michael K. Jackson, Richmond, CANADA;
Jeff F. Young, North Vancouver, CANADA;
Selena Lam, Vancouver, CANADA;

Domestic Priority data as claimed by applicant

THIS APPLN CLAIMS BENEFIT OF 60/281,650 04/05/2001
AND CLAIMS BENEFIT OF 60/302,256 06/29/2001
AND CLAIMS BENEFIT OF 60/332,339 11/21/2001

Foreign Applications

If Required, Foreign Filing License Granted 04/29/2002

Projected Publication Date: 11/07/2002

Non-Publication Request: No

Early Publication Request: No

Title

Photonic input/output port

Preliminary Class

385

**LICENSE FOR FOREIGN FILING UNDER
Title 35, United States Code, Section 184
Title 37, Code of Federal Regulations, 5.11 & 5.15**

GRANTED

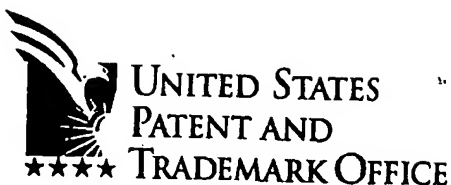
The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Office of Export Administration, Department of Commerce (15 CFR 370.10 (j)); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).



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DAP
NWC

SEPTEMBER 05, 2002

PTAS

MCANDREWS, HELD & MALLOY, LTD.
DEAN A. PELLETIER
500 WEST MADISON STREET
34TH FLOOR
CHICAGO, ILLINOIS 60661

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/08/2002

REEL/FRAME: 013053/0058
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
PADDOH, PAUL J.

DOC DATE: 06/21/2002

ASSIGNOR:
JACKSON, MICHAEL K.

DOC DATE: 06/18/2002

ASSIGNOR:
YOUNG, JEFF F.

DOC DATE: 06/19/2002

ASSIGNOR:
LAM, SELENA

DOC DATE: 06/19/2002

ASSIGNEE:
GALIAN PHOTONICS INC.
SUITE 300 -1727 WEST BROADWAY
VANCOUVER B.C., CANADA V6J 4W6

SERIAL NUMBER: 10109302
PATENT NUMBER:

FILING DATE: 03/28/2002
ISSUE DATE:

013053/0058 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



102147401

ILY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

(a) PAUL J. PADDON, (b) MICHAEL K. JACKSON,
(c) JEFF F. YOUNG and (d) SELENA LAM

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: (a) 6/21/02, (b) 6/18/02,
(c) 6/19/02 and (d) 6/19/02

2. Name and address of receiving party(ies):

Galian Photonics Inc.
Suite 300 - 1727 West Broadway
Vancouver, B.C.
Canada V6J 4W6

Additional name(s) & address(es) attached? ☐ Yes ☒ NoA. Patent Application No.(s)
10/109,302

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

McAndrews, Held & Malloy, Ltd.
500 West Madison Street
34th Floor
Chicago, Illinois 60661

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed.☐ Authorized to be charged to deposit account.

8. Deposit account number: 13-0017.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature and Registration Number: _____

Registration No. 45,087

Date: June 28, 2002

Name of Person Signing: _____

Dean A. Pelletier

Total number of pages including cover sheet, attachments and document: 5

07/09/2002 TDIAZ1 00000015 10109302

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23446

PATENT TRADEMARK OFFICE

ASSIGNMENT

File No. 13097US02

Inventor(s): Paul J. Faddon
Michael K. Jackson
Jeff F. Young
Selena Lam

Application Ser. No. 10/109,302
Filing Date: March 28, 2002

In consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby accepted and acknowledged, each of the undersigned hereby assigns to **Galian Photonics Inc., a corporation under the Canadian Business Corporations Act**, its successors and assigns, the entire right, title and interest in the invention(s) or improvement(s) of the undersigned disclosed in an application for Letters Patent of the United States, entitled **PHOTONIC INPUT/OUTPUT PORT**, and identified as File No. 13097US02 in the offices of **MCANDREWS, HELD & MALLOY, LTD.**, and in any and all other applications, both United States and foreign, including any and all divisional, continuation, continuation-in-part and substitute applications, which each, some or all of the undersigned may file, either solely or jointly with others, on said invention(s) or improvement(s), and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assign to said assignee the priority right provided by the International Convention.

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

Each of the undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the serial number of said application when officially known.

Each of the undersigned warrants that they are the owners of the entire right, title and interest in said invention(s) or improvement(s) and that they have the right to make this assignment, and each of the undersigned further warrants that he/she has previously executed one or more prior assignments that encompass at least part of the right, title and interest herein assigned. Those prior assignments are:

(1) "Assignment," executed on May 16, 2001 by Paul J. Paddon, Michael K. Jackson and Jeff F. Young and referencing Application Serial No. 60/281,650;

SL.
Ji. MK-T
JP

(2) "Assignment," executed on January 9, 2002 by Paul J. Paddon, Michael K. Jackson and Jeff F. Young and referencing Application Serial No. 60/302,256; and

(3) "Assignment," executed on January 9, 2002 by Paul J. Paddon and Selena Lam and referencing Application Serial No. 60/332,339.

Each of the undersigned acknowledges that Galian Photonics Inc. is the assignee of each of the three prior Assignments. Each of those three prior Assignments is incorporated herein by reference in its entirety. Each of the undersigned further warrants that there are no other outstanding prior assignments of, licenses to or other encumbrances on any part of the right, title or interest herein assigned.

For said consideration, each of the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention(s) or improvement(s), and any necessary oath(s), affidavit(s) or declaration(s) relating thereto, and any application(s) for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention(s) or improvement(s), that said assignee, its successors or assigns may deem necessary or expedient, and for the said consideration(s), each of the undersigned authorizes said assignee to apply for patents for said invention(s) or improvement(s) in its own name in such countries where such procedure is proper and further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of his/her ability with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

SIGNED at Vancouver, BC, Canada, this 21st day of

June, 2002.

J.F. PJP
S.L. MKJ

P. Paddon

Paul J. Paddon

I hereby certify that before me personally appeared Paul J. Paddon to me known and known to me to be the individual described in the foregoing instrument, and that in my presence executed this instrument and who by me having been sworn did acknowledge that he/she executed the instrument as his/her free act and deed on the day and year aforesaid.

SEAL:

WITNESSED AS TO EXECUTION ONLY.
NO ADVICE SOUGHT OR GIVEN.

[Signature]
Notary Public

Esther M. Chiu
Notary Public & Mediator
218 - 2628 Granville Street
Vancouver, B.C. V6H 4B4
(604) 737-0096

SIGNED at Vancouver, BC, Canada, this 18 day of June, 2002.

[Signature]
Michael K. Jackson

I hereby certify that before me personally appeared Michael K. Jackson to me known and known to me to be the individual described in the foregoing instrument, and that in my presence executed this instrument and who by me having been sworn did acknowledge that he/she executed the instrument as his/her free act and deed on the day and year aforesaid.

SEAL:

WITNESSED AS TO EXECUTION ONLY.
NO ADVICE SOUGHT OR GIVEN.

[Signature]
Notary Public

Esther M. Chiu
Notary Public & Mediator
218 - 2628 Granville Street
Vancouver, B.C. V6H 4B4
(604) 737-0096

SIGNED at Vancouver, BC, Canada, this 19th day of

June, 2002.

[Signature]
Jeff F. Young

I hereby certify that before me personally appeared Jeff F. Young to me known and known to me to be the individual described in the foregoing instrument, and that in my presence executed this instrument and who by me having been sworn did acknowledge that he/she executed the instrument as his/her free act and deed on the day and year aforesaid.

SEAL:

WITNESSED AS TO EXECUTION ONLY.
NO ADVICE SOUGHT OR GIVEN.

Notary Public

SIGNED at Vancouver, BC, Canada, this 19th day of June, 2002.

Esther M. Chiu
Notary Public & Mediator
218 - 2628 Granville Street
Vancouver, B.C. V6H 4B4
(604) 737-0096

Selena Lam
Selena Lam

I hereby certify that before me personally appeared Selena Lam to me known and known to me to be the individual described in the foregoing instrument, and that in my presence executed this instrument and who by me having been sworn did acknowledge that he/she executed the instrument as his/her free act and deed on the day and year aforesaid.

SEAL:

Notary Public

Esther M. Chiu
Notary Public & Mediator
218 - 2628 Granville Street
Vancouver, B.C. V6H 4B4
(604) 737-0096

WITNESSED AS TO EXECUTION ONLY.
NO ADVICE SOUGHT OR GIVEN.